

BEFORE THE
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF :

CARLOS REYES

V

AT&T COMMUNICATIONS OF

ILLINOIS, INC.

Complaint as to billing/charges)
in Chicago, Illinois)

Chicago, Illinois

October 20, 2009

Met pursuant to notice at 11:00 a.m.

BEFORE :

MR. JOHN RILEY, Administrative Law Judge.

APPEARANCES :

MR. CARLOS REYES
3416 North Hamilton Avenue
Chicago, Illinois 60618
appeared pro se;

MR. JAMES A. HUTTENHOWER
225 West Randolph Street, Suite 25-D
Chicago, Illinois 60606
appeared for Respondent.

SULLIVAN REPORTING COMPANY, by
Teresann B. Giorgi, CSR

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2			Re- By
3	<u>Witnesses:</u>	<u>Dir.</u> <u>Crx.</u> <u>dir.</u> <u>crx.</u>	<u>Examiner</u>
4	NONE		
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9		<u>E</u> <u>X</u> <u>H</u> <u>I</u> <u>B</u> <u>I</u> <u>T</u> <u>S</u>	
10			
11	<u>Number</u>	<u>For Identification</u>	<u>In Evidence</u>
12	NONE		
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1 JUDGE RILEY: Pursuant to the direction
2 of the Illinois Commerce Commission, I call
3 Docket 09-0430. This is a complaint by Mr. Carlos
4 Reyes versus AT&T Communications of Illinois, Inc.,
5 as to billing and charges in Chicago, Illinois.

6 And, Mr. Reyes, it's my understanding
7 you're proceeding with an attorney at this point?

8 MR. REYES: Yes.

9 JUDGE RILEY: Okay. And your correct address is
10 3516 North Hamilton in Chicago.

11 MR. REYES: Right.

12 JUDGE RILEY: And, Mr. Huttenhower, you're here
13 on behalf of whom?

14 MR. HUTTENHOWER: I am here on behalf of
15 Illinois Bell Telephone Company, which is the legal
16 entity that was providing service to Mr. Reyes and
17 we sent him bills.

18 The complaint, as currently filed,
19 names AT&T Communications of Illinois as the
20 respondent and that company is an affiliate of
21 Illinois Bell, but it does not provide residential
22 phone service.

1 JUDGE RILEY: And it was not the phone service
2 provider in this matter.

3 MR. HUTTENHOWER: Correct.

4 And with your approval and, perhaps
5 Mr. Reyes' approval as well, I would suggest that we
6 amend the caption of the case to make Illinois Bell
7 the defendant as opposed to AT&T Communications
8 since Illinois Bell was the entity that was sending
9 the bills out here.

10 JUDGE RILEY: All right. Could you state your
11 office address for the record, please.

12 MR. HUTTENHOWER: Yes.

13 James Huttenhower,
14 H-u-t-t-e-n-h-o-w-e-r, I'm here on behalf of
15 Illinois Bell Telephone Company, 225 West Randolph
16 Street, Suite 25-D, Chicago, Illinois 60606.

17 JUDGE RILEY: Okay. Mr. Reyes, what he's saying
18 is that we have a procedural matter to straighten
19 before we go any further.

20 MR. REYES: Okay.

21 JUDGE RILEY: Your service provider was actually
22 Illinois Bell Telephone Company.

1 And AT&T Communications of Illinois
2 provides what? Is it long distance?

3 MR. HUTTENHOWER: It provides long-distance --
4 it used to provide residential service in the state,
5 but hasn't for several years. It provides business
6 service.

7 The Commission Clerk's Office usually
8 seems to think that any case against the AT&T family
9 of companies is against AT&T Communications and so
10 sometimes that ends up meaning that a complaint is
11 filed naming AT&T Communications when it really
12 should be Illinois Bell.

13 JUDGE RILEY: Okay. Mr. Reyes, you brought some
14 bills with you?

15 MR. REYES: Right. I brought the bills they
16 sent me.

17 JUDGE RILEY: Let me see what the name is on the
18 bills that they've been sending you.

19 MR. HUTTENHOWER: Your Honor, I refer you, if
20 you would unfold one of the bills and look towards
21 the bottom of the first page in the right-hand
22 column there's some little print that says Local

1 Services Provided By.

2 JUDGE RILEY: Right.

3 And these all say AT&T Illinois,
4 AT&T Indiana, AT&T Michigan, AT&T Ohio or
5 AT&T Wisconsin. They all say AT&T, that's what's
6 throwing you.

7 MR. HUTTENHOWER: Well, we -- I can't say we
8 didn't cause our own problems, but it's Illinois
9 Bell that uses the trade name of AT&T Illinois.

10 JUDGE RILEY: Okay. We'll get back in just a
11 second. I want to get to -- or do we have to
12 dispense with that first, do you think?

13 MR. HUTTENHOWER: I guess I would like to
14 reassure Mr. Reyes, this isn't some sort of shell
15 game we're trying to play. It's just that legally
16 the company -- since the company that billed you is
17 Illinois Bell, you should be suing Illinois Bell --

18 MR. REYES: Okay.

19 MR. HUTTENHOWER: -- rather than having somebody
20 come in and represent AT&T Communications saying,
21 Oh, dismiss this case because we have nothing to do
22 with this guy, I thought it was easier just to come

1 in and volunteer to be the defendant.

2 MR. REYES: All right. My question, is this
3 going to make it more complicated or --

4 MR. HUTTENHOWER: No. I would imagine what will
5 happen, if the Judge grants this request, is he'll
6 say something on the record and magically the next
7 time the Clerk's Office sends a notice out it will
8 say Illinois Bell on it.

9 MR. REYES: Okay. Honestly, I thought it was
10 just one whole ball of wax.

11 JUDGE RILEY: That's what a lot of people think.

12 No, what I've got, essentially, then
13 Mr. Huttenhower, is a motion to amend the complaint
14 to reflect the Illinois Bell Telephone as the
15 provider of Mr. -- the complainant's services as
16 opposed to AT&T Communications of Illinois, Inc., is
17 that correct?

18 MR. HUTTENHOWER: That's correct.

19 JUDGE RILEY: And, Mr. Reyes, do you understand
20 that?

21 MR. REYES: Yeah.

22 JUDGE RILEY: Do you have any objection to

1 amending the complaint to reflect Illinois Bell
2 Telephone?

3 MR. REYES: No, not really. No.

4 JUDGE RILEY: Then the motion is granted and the
5 complaint will be amended to reflect the respondent
6 as Illinois Bell Telephone Company.

7 MR. HUTTENHOWER: Thank you. And I'll file an
8 appearance to try and get the Clerk's Office to send
9 me stuff on this case.

10 JUDGE RILEY: Okay.

11 Mr. Reyes, now, getting to the heart
12 of your complaint. The first thing I notice is that
13 the service address you're complaining about is a
14 Post Office Box in Carol Stream, that's what it says
15 right there (indicating).

16 MR. REYES: I'll tell you what it is. There's a
17 number -- I've been out of work. I go by our
18 neighborhood church and they give you numbers to
19 call to look for work. And the number they gave me
20 is 312-976-4250. And supposedly, when you dial that
21 number it picks up and tells you it's \$19 when you
22 call that number.

1 I had no -- it doesn't say anything
2 when you dial that number about \$19 as soon as you
3 dial it. It doesn't say anything at all. So I was
4 calling it, looking for work and -- you know, I
5 talked to the phone company after I got the bill for
6 114, and they told me that they knew about it and
7 they would take it off the bill.

8 The following month, which is -- what
9 was it, in June -- in July I had three other calls
10 to that same number because it remained, basically,
11 the same week. I think I called it like on a
12 Tuesday and then I called it again on a Wednesday,
13 but the billing, I guess, ended right there, so I
14 got the other charges on the other bill.

15 JUDGE RILEY: What you're, essentially, saying
16 then is that when you dialed this number you were
17 never informed that there would be a charge for
18 these calls.

19 MR. REYES: No, of \$19.

20 JUDGE RILEY: \$19.

21 MR. REYES: Right.

22 JUDGE RILEY: Is it \$19 per call?

1 MR. REYES: Per call.

2 And I called the phone company and

3 they said that they would take it off the bill. In

4 fact, on the bill it warns you, I think it was in

5 July or June that they -- they sent out another

6 paper warning you that there is a -- where is it --

7 warning you about that -- to not call that number --

8 oh, here it is (indicating).

9 JUDGE RILEY: This last paragraph right here

10 (indicating).

11 MR. REYES: Yeah, see, right here.

12 MR. HUTTENHOWER: I have copies of the bills

13 here, if you can show me --

14 MR. REYES: Yeah, I have all the bills.

15 MR. HUTTENHOWER: -- if you can show me which

16 page or which bill you're looking at.

17 MR. REYES: Okay. Here it is, Information on

18 976 (indicating).

19 JUDGE RILEY: Right. So the point that you're

20 making then is that your service cannot be

21 disconnected for failure to pay a 976 call?

22 MR. REYES: Well, no, they -- when I called them

1 about the 967 (sic) number, they said, Look at your
2 second page and there's information on that number,
3 not to call that number.

4 JUDGE RILEY: Okay.

5 MR. REYES: I said, Well, if I knew when I
6 called that number there's no way I would call it --
7 I think I called it like -- maybe eight times, there
8 was no way I would call that number again, pay \$19
9 an hour, that's crazy. Plus I'm not working. And
10 the whole reason I had that number was to look for
11 work.

12 JUDGE RILEY: So, essentially, you're stating
13 you never would have called that number --

14 MR. REYES: I would never have called that
15 number if they told me it was \$19. And the phone
16 company is telling me, When you call that number
17 there's a recording at the beginning.

18 And I asked the phone company, Can you
19 call that number and play it to see if there's
20 anything on it. She goes, We know that it is set up
21 for that because we set it up. I said, Well, can
22 you call that number and prove it?

1 I guess the company that does the
2 complaints, they said they're not allowed to make, I
3 guess, outside calls to that number or certain
4 numbers to verify that it does that.

5 JUDGE RILEY: All right. You're saying, then,
6 there's no -- whatever recording you get from this
7 976 number --

8 MR. REYES: There's no recording -- I'm sorry.

9 JUDGE RILEY: You said there is no recording?

10 MR. REYES: There's no recording saying that
11 it's \$19.

12 JUDGE RILEY: So nothing tells you --

13 MR. REYES: Nothing at all.

14 JUDGE RILEY: Nothing tells you there's a \$19
15 charge.

16 MR. REYES: Nothing at all.

17 JUDGE RILEY: Mr. Huttenhower, what is Illinois
18 Bell's take on this? Is 976 an Illinois Bell
19 number?

20 MR. HUTTENHOWER: No, this is a number that's
21 provided by, as Mr. Reyes said, some sort of
22 employment service.

1 MR. REYES: Right.

2 MR. HUTTENHOWER: And I'm not sure whether we're
3 a billing agent or how it works, but, you know, we
4 don't -- aside from, I think, providing the phone
5 number, have any connections to the service itself.

6 MR. REYES: Well, that's what the phone company
7 said. They said that -- I guess when you make a
8 phone for a business that the phone company sets it
9 up. They said that they have it set up that as soon
10 as you call it tells you it's \$19 for each phone
11 call.

12 MR. HUTTENHOWER: I mean, given the timing of my
13 vacation compared to when Mr. Reyes filed his
14 complaint and our status hearing today, I have not
15 had the opportunity to call the number myself to see
16 what it does or doesn't say.

17 I know that in investigating the
18 informal complaint that was filed, somebody at AT&T
19 did call the number and find that it did provide
20 some sort of disclosure sort of up-front, saying
21 that there would be a charge. It may be, as well,
22 saying if you disconnect within a certain number of

1 seconds you don't get charged anything.

2 JUDGE RILEY: If we were to dial this number
3 right now, would it reflect a \$19 charge?

4 MR. HUTTENHOWER: I would be very surprised if
5 you could dial that number from a state office,
6 but. . .

7 JUDGE RILEY: Okay. Understood. It could very
8 well be blocked.

9 MR. HUTTENHOWER: I also don't think I could
10 dial it from my office, either, which means I would
11 have to do it from home.

12 JUDGE RILEY: All right.

13 MR. HUTTENHOWER: I guess what -- you know, I
14 only had a little bit of time to look at this given
15 my travels and what I -- you know, putting aside
16 what the 976 discloses when you dial it, what I took
17 from looking at the bills and the records I was sent
18 was this, there were eight calls made from
19 Mr. Reyes' phone to this number. The first on May
20 22nd, the last on July 1st.

21 His bill date for the account is the
22 25th of the month. So that -- and on June 9th he

1 called us, asking about charges for this \$19 charge
2 for a call that showed up on his May 25th bill. We
3 adjusted that call and --

4 MR. REYES: Okay, let me --

5 JUDGE RILEY: Just let him finish.

6 MR. REYES: Okay.

7 MR. HUTTENHOWER: -- and I think then after
8 Mr. Reyes filed his informal complaint about the
9 other calls, we basically said, We're only doing the
10 first call. You know, You had, you know -- When you
11 got your bill you should have had known at that
12 point there was going to be a charge for these calls
13 regardless of whether the number itself tells you
14 that.

15 This morning I looked at his bills and
16 there were two -- assuming his bill date is the 25th
17 of the month, it'll take, probably, like a week for
18 your bill -- assuming you get it through the mail.

19 MR. REYES: To get to me, right. Right.

20 MR. HUTTENHOWER: So there were several calls,
21 you know, still in May but after his bill date that,
22 you know -- assuming it doesn't tell you on the

1 phone you're being charged, he wouldn't have
2 necessarily known about it, you know, before --
3 until he got his bill, say, June 1st or something.

4 So I don't think -- I mean, you know,
5 overall this is not a huge amount of money. I don't
6 have a problem with issuing a credit to his account
7 for two more of these calls from late May because he
8 wouldn't have gotten his bill yet.

9 But assuming that he gets his bill in
10 early June and there are calls, you know, June 24th,
11 June 26th, July 1st, at that point I would think
12 that a reasonable person would see that there's some
13 billing going on --

14 JUDGE RILEY: Right.

15 MR. HUTTENHOWER: -- and thus be unnoticed that
16 there might be charges associated with it.

17 JUDGE RILEY: I understand that.

18 MR. REYES: You know what, and I totally agree
19 with you. The only point that I have is when we got
20 the bill in May -- the first billing, right, was in
21 May?

22 MR. HUTTENHOWER: Yeah.

1 MR. REYES: -- my wife called the phone company.
2 Because after we talked to one of the ladies, which
3 I hope she was here because she was one of the
4 nastiest people I ever talked to on (sic) the phone
5 company. Anyhow, we -- my wife talked to her and
6 she told us that it was taken off. My wife goes,
7 Yes, I called and I talked to a young man, he goes,
8 We don't know why it's charged \$19. We don't know
9 what it's for and we'll just take it off
10 automatically.

11 And the young lady that said that, she
12 goes, You know what -- then I talked to her. She
13 goes, You know what, we have you on tape calling me.
14 I said, I didn't know anything about this until I
15 got the June billing. I said, Could we hear the
16 tape? She says, No, we don't do that. I said,
17 Well, can we hear the tape if we got -- I said, I'm
18 going to pursue this. I'm going to go in court.
19 It's only -- it's 158, which is not a lot of money
20 to most people, but, one, I'm not working and, two,
21 it's the principle. This lady was outrageous. I
22 mean, she was so nasty.

1 So then when I got the bill in June I
2 called back and I talked to a couple people and they
3 told me, Of course we'll take care of it. It won't
4 be on there.

5 And then we got the bill in July,
6 because it was so close to the date that I called,
7 it was like -- maybe the next day or two days later
8 we got the bill on July for the same thing, for the
9 three -- the same number for the three calls I made,
10 which I understand. But if I ever got that thing on
11 there, I would never call that thing again.

12 And the lady said, We got you on tape
13 calling in May, that's to prove that you called, not
14 your wife, that you called, and we told you about
15 this. I said, Well, then, when we go to court you
16 make sure you bring that tape.

17 Even your office, whoever runs the
18 office, the young lady which I talked to which was
19 very helpful, very nice, she goes, We can ask for
20 the tape, but she's not going to play it for our
21 office. I don't know if she'll bring it to court.
22 I said, Well, hopefully they tape all these numbers

1 when I called the office because that one lady
2 was -- I mean, she was completely outrageous,
3 unprofessional, whatever you want to call it.

4 JUDGE RILEY: Mr. Huttenhower, what was the --
5 you had indicated that you would be willing to apply
6 a credit to a couple of these phone calls?

7 MR. HUTTENHOWER: As I said there are a total
8 of --

9 MR. REYES: I think nine, right?

10 JUDGE RILEY: You said "eight."

11 MR. HUTTENHOWER: Nine, I think -- yeah, there
12 are nine. He already -- one of them was billed on
13 his May bill and that was then credited --

14 MR. REYES: Right.

15 MR. HUTTENHOWER: -- on his June bill. So we're
16 talking about charges for eight calls.

17 JUDGE RILEY: Charges for eight. Okay.

18 MR. REYES: Which is 158 and change.

19 You know, like I said, it's the money,
20 too, but it's the principle.

21 And I called the phone company and
22 they told me that they would put a block on my phone

1 where I can't -- if there's another number like
2 that -- because at job services, they give you all
3 kind of numbers to call.

4 JUDGE RILEY: Right. Well, that was my
5 understanding that they would block any further
6 attempts to call 976.

7 MR. REYES: Right. And I asked for that. I
8 said, Does anything -- because it's 312-976, and
9 that's why I asked the phone company, Why doesn't
10 they tell you if it's a 976 -- I guess there's a lot
11 of those numbers that bill you like that, so why
12 don't they inform you?

13 So she goes, I can put a block on your
14 phone. Even if you get a number that's 773
15 something else and they do that, it won't let you
16 make that call.

17 JUDGE RILEY: And this was a number that was
18 provided by your church for you to look for --

19 MR. REYES: Right. And I know --

20 JUDGE RILEY: -- employment.

21 MR. REYES: And I notified them and I told them.
22 The girls that do the computer said they won't give

1 that number out to anybody.

2 JUDGE RILEY: I understand that when you are out
3 of work it's easy to say \$158 is not a large sum of
4 money, to you it would be.

5 MR. REYES: Right.

6 JUDGE RILEY: I appreciate the circumstances.

7 What was that? Two phone calls you
8 would be willing to give a credit for?

9 MR. HUTTENHOWER: Yeah.

10 JUDGE RILEY: That would knock off \$38 right
11 there.

12 MR. HUTTENHOWER: I can do three.

13 In terms of the records I have of
14 calls, the first thing that I see is that he called
15 in on June 9th. And it was as a result of a call on
16 June 9th -- the first call in May was credited to
17 his account.

18 As I said, there are two calls in late
19 May on the 27th and then there's a call on June 9th,
20 may or may not have been before his mail came that
21 day, if his bill showed up that day. And I think
22 that -- I don't have a problem with getting a credit

1 issued for three calls, which is roughly, say, 60
2 bucks, you know, because I think there's tax and
3 such on these calls.

4 JUDGE RILEY: Right.

5 MR. HUTTENHOWER: So it would be the cost of the
6 call plus the tax.

7 JUDGE RILEY: Right.

8 MR. HUTTENHOWER: But I think at that point,
9 given that Mr. Reyes would have received his bill
10 showing that there are charges and he called us and
11 said, Why am I being charged for these things, that
12 at that point he knew that calling that number would
13 result in a charge. And so that if there are calls
14 after June 9th and there were some calls on -- three
15 calls on June 24th, one call on June 26th and one
16 call on July 1st, I don't know that, you know, he
17 can claim not to know about the fact that he would
18 be charged for these calls.

19 JUDGE RILEY: Okay.

20 MR. HUTTENHOWER: I think that possibly when he
21 was calling to complain about the charges, the
22 service rep would have told him, Okay, we'll take

1 these charges off your bill for now because you're
2 disputing them. I don't know the exact nature of
3 the conversation, but I know that if a customer is
4 disputing charges we'll say, Okay, you're not liable
5 for those for now while we investigate, et cetera,
6 et cetera.

7 JUDGE RILEY: Right.

8 MR. HUTTENHOWER: So there could have been some
9 misunderstanding there.

10 MR. REYES: Because the calls you're talking
11 about, I did it on June the 27th. I called them
12 again later on that day, the same day. And on --
13 I'm sorry, that was May. May 25th -- May 27th I
14 called them, May 27th I called them again.

15 On June the 9th I called them --
16 because these are like the Wednesdays that they give
17 you the phone numbers at that place. I called them
18 on June 24th, 24th, 24th.

19 And then I called them again --
20 because what happens is, they give you more numbers
21 to call, to call again. So now I called them. Then
22 the July bill says 6-26 and 7-1, which is like -- I

1 guess the billing area is over here and they put
2 that on July's.

3 JUDGE RILEY: Okay.

4 MR. REYES: But the one for the 114, they were
5 all together. The phone calls were basically all
6 within a week.

7 JUDGE RILEY: All right.

8 MR. REYES: That's when I got the bill in June,
9 the 25th, that's the end of the billing. That's why
10 I knew there was something wrong.

11 JUDGE RILEY: And that's when you found really
12 the first of those \$19 charges?

13 MR. REYES: Yeah, this is it right here
14 (indicating). That's the last one.

15 I called them in the span of -- I
16 guess, it's what, a couple days.

17 JUDGE RILEY: According to this exactly, you had
18 two on May 27th, one on June 9 and three of these
19 calls are on June 24.

20 MR. REYES: Right.

21 JUDGE RILEY: All of them are for four minutes
22 except for the last one, which was one minute, but

1 they are all \$19.

2 MR. REYES: Right.

3 JUDGE RILEY: So if you make a connection you're
4 charged \$19.

5 MR. REYES: Yeah, you're charged \$19. And
6 you're not notified on the phone. Like I said, if I
7 knew that there's no way that I'm going to do that.
8 One, I don't have the money to pay the bill if I
9 made those calls. And two, my wife would kill me
10 for being an idiot.

11 JUDGE RILEY: Well, from a resolution
12 standpoint, it seems to me that Mr. Huttenhower has
13 made an offer that could possibly knock the amount
14 due on that down to somewhere around \$100.

15 MR. REYES: Well, I already paid \$96 on this
16 bill. But that's really not the point.

17 The point is I called them and I
18 explained this to them. And I wanted someone to
19 tell me why this is -- it's permitted to go on. I
20 mean, there's a lot of people out of work that's
21 probably calling this number, you know.

22 JUDGE RILEY: I don't know what resolution the

1 Commission can give you with regard to notice and
2 advice with regard to the amount being charged.
3 That seems to be, essentially, your complaint then,
4 it's not the sum of money, it's the fact that you
5 were not told you'd have to pay it --

6 MR. REYES: Well, no, no --

7 JUDGE RILEY: -- or that it was that much.

8 MR. REYES: Yeah, it was that much. If it was a
9 regular phone call --

10 JUDGE RILEY: It's the size of the fee then.

11 MR. REYES: Yeah. If it was a regular phone
12 call that you make, which is what, 15 cents, a
13 quarter, you know, even a dollar, I don't know what
14 it is, a regular phone, but if they told me when I
15 called that number that there was a charge I would
16 pay it. If they told me I would pay it.

17 If there's any way for you to call
18 that number after we're done, call it and see. You
19 know, even when I called them they said they
20 couldn't call that number, you know. And they said
21 that they know that they set it up to do that.

22 MR. HUTTENHOWER: I guess where I come out here

1 is, if -- I don't know enough about how 976 numbers
2 are supposed to work. But assuming that there is no
3 warning when you call the number, I don't know that
4 it -- I don't know enough to know whether it's
5 Illinois Bell's responsibility to have included a
6 warning when it isn't even the provider of, you
7 know, whatever this employment service is. It may
8 be that the employment service messed up somehow by
9 not including a warning, but I'm not sure how that
10 can necessarily --

11 MR. REYES: Well, don't you guys regulate the
12 charges on the phone? No?

13 MR. HUTTENHOWER: I don't know that we
14 necessarily have control over what a 976 provider
15 wants to charge for the services, whether it's an
16 employment service or something less reputable.

17 JUDGE RILEY: So are you saying that Illinois
18 Bell would collect the fee and then pay that to the
19 provider of the employment service?

20 MR. HUTTENHOWER: Right. That would be how it
21 would work. We would probably keep, you know,
22 2 percent or something.

1 MR. REYES: Yeah, but even the lady I talked to
2 says, We set up that phone number which tells you
3 that it's a \$19 call as soon as you call that
4 number.

5 JUDGE RILEY: In other words, Illinois Bell sets
6 up the phone number for the employment service -- in
7 other words, they're purchasing a phone number from
8 Illinois Bell.

9 MR. HUTTENHOWER: Right. But whether we -- I
10 don't -- again, I'm sort of ignorant in this area,
11 but I would doubt that we're the entity that's
12 recording the message that says, you know, You've
13 reached X employment service, it will cost X amount
14 of money for this call unless you hang up in the
15 next five seconds.

16 JUDGE RILEY: But in other words, different
17 services can charge different sums for calling that
18 976 number.

19 MR. HUTTENHOWER: Right.

20 JUDGE RILEY: So an employment service can
21 charge 19; if it was some other service, they might
22 charge 10; another service might charge 25.

1 MR. HUTTENHOWER: Right.

2 MR. REYES: But according to your phone company

3 they said they set it up and they regulate it.

4 JUDGE RILEY: I understand what they're saying

5 there is -- those are the ones who provide the 976

6 number, but that is something that is either

7 purchased or rented by this employment service and

8 it's the employment service that -- Mr. Huttenhower

9 is indicating the employment service sets the rate,

10 that's the problem --

11 MR. REYES: Yeah, but --

12 JUDGE RILEY: -- and they're the ones that

13 aren't giving you any notice as to how much it

14 costs.

15 MR. REYES: Right, but the phone company is

16 telling me that they set it up. They install, I

17 guess, whatever it is.

18 JUDGE RILEY: Right.

19 MR. REYES: And that they knows -- when you

20 call -- the phone company knows when you call that

21 number automatically, they tell you that.

22 I go -- they don't do it. They just

1 don't do it.

2 MR. HUTTENHOWER: The information that -- when
3 his informal complaint was being investigated, there
4 was -- I guess we get a script from the provider as
5 to what is supposed to be -- they say they're saying
6 at the beginning of a call to alert callers that
7 there'll be charges and such and then we call the
8 number to see whether it is what they say it is and
9 that we have this information for this carrier.

10 And then somebody called in early
11 August to see whether it said anything about charges
12 and at that time it did say something about charges.
13 And, I guess, also advised the customer to hang up
14 if they didn't --

15 JUDGE RILEY: Right.

16 MR. HUTTENHOWER: -- right away if they didn't
17 want the charges. But as I said, I didn't have the
18 opportunity to call the number myself to see what
19 would happen.

20 JUDGE RILEY: Mr. Reyes, are you saying you
21 didn't get any notice or warning --

22 MR. REYES: I didn't get nothing at all. If I

1 did, I would have no problem paying for it.

2 You know, I'm not working, but I still

3 pay my bills. But they don't tell you anything.

4 MR. HUTTENHOWER: We can try right now, but. . .

5 MR. REYES: Try it.

6 JUDGE RILEY: To call the number?

7 MR. HUTTENHOWER: Yeah.

8 JUDGE RILEY: As you said --

9 MR. HUTTENHOWER: I suspect there's a 976

10 blocking.

11 JUDGE RILEY: Very little chance that 976 is

12 going to get through. Let's make it official.

13 Let the record reflect I'm going to

14 dial the 976 number that was provided by Mr. Reyes.

15 That was 976-4250?

16 MR. HUTTENHOWER: Yeah.

17 MR. REYES: That's it.

18 (Dialing.)

19 "The number you have dialed cannot be

20 reached from this line. An operator will not be

21 able to place a call for you. The number you

22 have dialed cannot be reached from this line."

1 MR. REYES: Now, can you use my phone and call
2 it?

3 MR. HUTTENHOWER: I suspect it could be called,
4 but then you might get another charge.

5 MR. REYES: Which you would cover.

6 JUDGE RILEY: Well, that's the problem. What
7 Mr. Huttenhower is saying is it most likely is the
8 employment service that is charging you the \$19.
9 Illinois Bell just collects it.

10 MR. REYES: Okay. But according to the phone
11 company they say they set it up, they're aware of
12 it. They know they tell you that it's \$19. There's
13 nothing on there.

14 JUDGE RILEY: See, Mr. Reyes, the phone company
15 is providing the number to the employment service.
16 They're either renting or purchasing this particular
17 976 number.

18 MR. REYES: Correct.

19 JUDGE RILEY: That's what they're saying. And
20 then it's the 976 number, whoever is behind the 976
21 number, whoever has rented or purchased it is the
22 one that is imposing the charges.

1 So when you say that Illinois Bell
2 simply sets up the number, they're simply providing
3 the number to the employment services --

4 MR. REYES: Okay.

5 JUDGE RILEY: -- and then all of the charges --
6 and they charge the employment service a fee of some
7 kind for the privilege of using that number. But
8 then the charges for using the number itself --

9 MR. REYES: So what you're saying --

10 JUDGE RILEY: -- the consumer --

11 MR. REYES: -- so what you're saying, they're
12 not responsible for the phone number.

13 JUDGE RILEY: I don't believe for the \$19, no.
14 That's the problem.

15 MR. HUTTENHOWER: I think that in general terms
16 we would have a contract with this employment
17 service or any other, you know, company that gets a
18 976, in which we would impose sort of broad
19 standards in which, you know, among other things
20 we'd tell them, Okay, you have to disclose up-front
21 that there's a charge and give the customer an
22 option to drop off the line before the charge would

1 be imposed, I'm guessing here.

2 But I know in general we have
3 contracts with third-party companies for whom we
4 bill. And that there's some, you know, I'll say,
5 broad business practices -- good business practices
6 we require in the contract. I'm not saying every
7 company we do business with lives up to those and I
8 have no way of knowing one way or the other with
9 this company, I don't mean to imply anything. So I
10 guess we regulate them to that limited extent.

11 But I have no way of knowing whether
12 the regulation we put on them is something we do
13 ourselves as a good business practice or whether
14 there's some law out there that requires us to do
15 it. And that if somehow one of these 976 providers
16 fail to live up to it, that's something for which
17 AT&T could be held liable, I just don't know that.

18 I mean, I guess, putting aside, as I
19 said the issue of whether the number itself gives
20 you any warning about the charges, just looking at
21 our paper record, there was a call on May 22nd. You
22 called us on June 9th to complain about the charges.

1 We issued you a credit on June 9th for that call on
2 May 22nd.

3 So it seems clear to me on June 9th
4 you knew that calling that number would result in
5 charges. And that any call made after June 9th was
6 made with knowledge that there could be this \$19
7 charge.

8 I am willing, as I said, you know,
9 credit you for the three calls that were made, you
10 know, between the time of your May bill and, you
11 know, June 9th when you called. But after that --
12 you know, calls in late June or on July 1st, at that
13 point you would have known -- you had to have known
14 that it was going to cost something. Whether you
15 thought it was a different number than the one you
16 called before or not, I can't say, but --

17 MR. REYES: See, the thing is, the one -- the
18 bill I got in June, that's when I knew because it
19 tells you plainly on the one in June because it's
20 \$114, I made those calls all in one cluster. That's
21 when I knew there was a problem.

22 MR. HUTTENHOWER: I mean, I guess -- because I

1 look at your May bill, the May 25th bill which shows
2 one call on May 22nd. I look at your bill that's
3 dated June 25th, on the first page of that bill I
4 see on June 9th a credit for \$21.50. And then on
5 the next page of the bill I see six calls to the
6 employment number, some of which were made, you
7 know, June 9th or earlier and some of which were
8 made after June 9th.

9 MR. REYES: Right. Those were made before I got
10 the bill, before I got the June 25th bill. If I
11 knew before that, there's no way I'm going to call
12 them again.

13 Like I said, that one call that was in
14 May, my wife called them, talked to some lady -- I'm
15 sorry, some gentleman and he told her, We don't know
16 what it's for. We don't know what it's about.
17 We're going to take it off the bill.

18 Then when we got the June bill then I
19 knew. And the ones in July are apparently right
20 after these because they went right onto the July
21 bill.

22 I'm not disputing I made the calls.

1 I'm not arguing with you at all about that. But I
2 made these calls around the same time. When I got
3 the bill in June, I stopped. Then the other two or
4 three numbers, the other ones went on July bill
5 because I guess that's when the billing period stops
6 so they just went on there automatically.

7 JUDGE RILEY: So you are saying that you had
8 already made some subsequent calls --

9 MR. REYES: Right.

10 JUDGE RILEY: -- after --

11 MR. REYES: Here, after ones -- June 24th. I
12 made some more calls that week, the same week these
13 were, but they came on the other bill.

14 JUDGE RILEY: All right.

15 I don't know if we're at an impasse or
16 not, I mean -- again, it's a matter of \$158.

17 Mr. Reyes, you said you already paid
18 96.

19 MR. REYES: Yeah, 96 and change.

20 JUDGE RILEY: All right.

21 MR. HUTTENHOWER: And, I guess, he has other
22 services on his bill so that --

1 MR. REYES: Yeah, the regular phone bill.

2 MR. HUTTENHOWER: -- so that I wouldn't say --

3 you know, he said he paid \$96, that would just be

4 applied to the amount of the bill as --

5 JUDGE RILEY: Right. Okay.

6 MR. HUTTENHOWER: -- opposed to being applied to

7 these charges versus Internet charges versus, you

8 know, dial tone --

9 JUDGE RILEY: Right. All the other charges,

10 right.

11 MR. REYES: But we had to call because I was

12 getting phone calls about this bill. So we talked

13 to one of the ladies and we made arrangement --

14 because she said it was 154.59. I said, What can I

15 pay without getting my service shut off toward this?

16 So I think we just paid the phone bill. So she

17 goes, Pay 96.69. So we paid it, I think it was like

18 either that day or the next day. I think it was on

19 the phone.

20 MR. HUTTENHOWER: I mean, your August 25th bill

21 reflects a payment for -- I think it's 96.69, I have

22 a fax copy so the numbers --

1 MR. REYES: Right, that's what she said to pay.

2 Like I say, it's not that I don't want
3 to pay the bill, but it's -- I mean, it's
4 ridiculous. How can you let people do that? I
5 mean, there's people out there that don't speak
6 English, you know, Polish, Mexicans, whatever, and
7 they get that number, they're going to keep calling
8 until they get a job, you know.

9 And I wish -- I don't know if you can
10 go back and get the tapes supposedly that the lady
11 and -- I talked to when this first started.

12 MR. HUTTENHOWER: What I have here is, when a
13 service rep talks to you generally they open up, you
14 know, a computer screen with your account and
15 they -- you know at the time they're talking to you
16 or shortly thereafter they do like a little
17 shorthand description of the conversation.

18 And I see from this that -- it says
19 you called in on June 9th to go over your bill and
20 that you had -- were concerned about, I'll say,
21 wrong long-distance charges. And so as a result of
22 that conversation, the service rep issued an

1 adjustment of \$21.50, which my understanding is the
2 cost of the call plus the taxes.

3 MR. REYES: For long-distance phone call.

4 MR. HUTTENHOWER: Right.

5 And then that showed up on the bill
6 that was issued the end of June.

7 MR. REYES: Yeah, but that's not for the 967
8 (sic) number. That's completely for something else.

9 MR. HUTTENHOWER: I --

10 MR. REYES: You said "long distance."

11 MR. HUTTENHOWER: LD charge, I mean, I'm just
12 reading what it says here. But I don't really --

13 JUDGE RILEY: That might be their shorthand for
14 anything that's not a local call?

15 MR. HUTTENHOWER: Right, or -- you know, a toll
16 call of some sort.

17 JUDGE RILEY: Right.

18 Well, my question is, where do we go
19 from here then? You said you would apply the credit
20 to -- go as far as applying credit for three calls
21 prior to June 9?

22 MR. HUTTENHOWER: Right. But I think at that

1 point our records show that Mr. Reyes called in on
2 June 9th. He got a credit as a result of calling in
3 on June 9th. And then there were calls made after
4 that.

5 And although I appreciate his
6 situation, I mean --

7 MR. REYES: My point, even if I was working that
8 doesn't matter. The point is, I called them all in
9 one cluster. Then, again, like I said, I called the
10 same time and those bills went on July.

11 But that's not the point, I'm saying
12 this is ridiculous. How can you let someone charge
13 \$19 a phone call?

14 MR. HUTTENHOWER: I -- I'm sorry, go ahead.

15 MR. REYES: Then the phone company says that, We
16 regulate it. We take care of this. We actually
17 installed this for them. That's what they told me.
18 We know because we installed this for them. And it
19 says they charge \$19.

20 That's why -- I'm not getting mad at
21 you, but I wish that lady was here that I talked to.
22 I mean, my wife is the most quiet person in the

1 world. She got on the -- my wife got on the phone
2 to explain to her the one in May. She ended up
3 calling my wife a liar on the phone. And that's why
4 I said, I wish -- because she goes, We tape these
5 phone calls. I wish you had the tape here.

6 JUDGE RILEY: From my standpoint, I can't see --
7 I don't think that Illinois Bell has any control
8 over what the employment service charges for those
9 calls. I think all they do is they rent out or
10 lease out the number.

11 I don't know, is that essentially
12 correct?

13 MR. REYES: Well, you have to have some
14 regulation over the phones, no?

15 MR. HUTTENHOWER: I mean, I don't know that we
16 have any control over what is charged. As I said,
17 it's not an area I've had much dealings with so I
18 can't speak with the authority I'd like to speak
19 with.

20 At this point, you know, Judge, in
21 terms of where we should go from here, it seems
22 unlikely that we're going to reach agreement. I

1 would suggest that you schedule this for some sort
2 of hearing. In the meantime, I may file some sort
3 of motion to try and dispose of this.

4 JUDGE RILEY: Mr. Reyes, I really don't know
5 what your chances are if you go to a full hearing
6 session to produce evidence.

7 Counsel has made it somewhat clear
8 that, you know, you were on notice having received
9 the bills. At a certain point you were on notice
10 that you were being charged \$19 for those calls and
11 yet you continued to make the calls.

12 And the other thing is, the Commission
13 can do absolutely nothing about bad phone manners,
14 people are rude and belligerent. And I've
15 encountered the same things myself dealing with --
16 you know, as a consumer. And there's really nothing
17 that anyone can do about that.

18 Mr. Huttenhower said that he can go up
19 to a credit for three of those phone calls. And by
20 my calculations -- my rough calculations, I think
21 that brings the amount due down to, roughly, \$100.

22 It seems to me again going back to

1 what the essence of your complaint is that it's not
2 only the size of the fee that you were charged, it
3 was the lack of disclosure.

4 MR. REYES: Right.

5 JUDGE RILEY: Again, I'll repeat it for the
6 fourth or fifth time. I don't think that that is
7 something that the phone company has any control
8 over. I think it's the employment service that sets
9 that fee and they're the ones that failed to
10 disclose that to you.

11 MR. REYES: I would have to agree with you, but
12 if they didn't tell me they did when I talked to
13 them -- that's like I said, I wished he had some of
14 the tapes, supposedly, that they tape your phone
15 call when you call. That's the only part I'm PO'd
16 about.

17 I mean, like I said, there's a lot of
18 people out there that's calling this number --

19 JUDGE RILEY: I understand that.

20 MR. REYES: -- that's really going to -- you
21 know, that are in worse shape than I am, that, you
22 know, are going to get stuck with this bill. It's

1 just ridiculous.

2 JUDGE RILEY: Well, I think that the two ways
3 that we can proceed from this point is that you can
4 either accept Mr. Huttenhower's offer of the three
5 credits or I can set this for hearing. And he has
6 indicated that he would file a motion to probably
7 dispose of this matter.

8 MR. REYES: Let me ask you this then, if you
9 can, can you try to do something about this, about
10 the 976 number? Is there any way for you to call it
11 and see if they're doing that?

12 MR. HUTTENHOWER: I'll try when I get back to my
13 office and then call --

14 MR. REYES: I mean, actually, that's all I want,
15 you know. Like I said, people are -- you know,
16 people are in bad shape out there. And if they're
17 calling this number, they're getting taken every
18 time they call it. It's just not right, you know.

19 MR. HUTTENHOWER: I will try and call the number
20 and see if I can get ahold of it at work, that
21 allows me to call the number.

22 MR. REYES: If you can do that --

1 MR. HUTTENHOWER: You know, it's not AT&T that's
2 gouging people to the --

3 MR. REYES: I'm not arguing with you.

4 MR. HUTTENHOWER: -- extent that this \$19 for
5 the service is gouging people, it's whoever --
6 whatever this employment service is. And, you know,
7 maybe it's wrong for them to -- such a service to
8 prey on people who are looking for jobs and charge
9 them some huge amount of money to give them
10 information that may or may not be any good to them.

11 MR. REYES: See, according to when I called,
12 according to your people they said they set up this
13 phone number -- this thing where they tell them that
14 they charge them \$19 an hour. They told me that.

15 Like I said, I wish you had some of
16 the tapes and, you know, that you can listen to and,
17 you know -- but I'll tell you what, if you can do
18 that, take the three payments and I'll be happy with
19 it.

20 But if you could just do that.

21 JUDGE RILEY: When you say "do that," for him to
22 call the 976 number?

1 MR. REYES: Yeah, call the 976 number and see.

2 MR. HUTTENHOWER: I'll see what I can do.

3 MR. REYES: If you can do that, I'll be happy.

4 JUDGE RILEY: And then we can consider the

5 matter resolved?

6 MR. REYES: Yeah, do the three charges and it'll

7 be over.

8 MR. HUTTENHOWER: I guess what I'm trying to --

9 I'm not trying to raise an issue, I'm just trying to

10 understand. You know, I don't have a problem

11 with -- and I can send somebody an e-mail when I get

12 back to the office and say, Issue this account a

13 credit for 19 times 3.

14 JUDGE RILEY: 57.

15 MR. HUTTENHOWER: But -- and I can try calling

16 the number, but if I don't get anywhere, you know,

17 it's blocked at my office, as well -- I guess I'm

18 not sure what then I do, do I call you up and tell

19 you that?

20 JUDGE RILEY: What happens if he can't get

21 through to 976 number?

22 MR. REYES: If you can't get through, you can't

1 through. But there's got to be a -- I can call from
2 my home phone, that's what I'm saying.

3 JUDGE RILEY: Would you be willing to simply
4 accept his assertion that --

5 MR. REYES: Sure.

6 JUDGE RILEY: -- that he couldn't --

7 MR. REYES: He looks like an honest guy.

8 JUDGE RILEY: All right.

9 MR. REYES: I'll take his word for it.

10 JUDGE RILEY: Okay.

11 MR. HUTTENHOWER: And I'll -- what I can do, I
12 will send you some simple paperwork in the mail.

13 MR. REYES: Okay.

14 JUDGE RILEY: Because, among other things, the
15 Judge will need a piece of paper from us saying, you
16 know, we worked it out.

17 MR. REYES: Okay.

18 MR. HUTTENHOWER: And I'll probably send you a
19 two-page thing that says, you know, We had a
20 dispute. We worked it out. And we both sign it.

21 MR. REYES: Right.

22 JUDGE RILEY: Okay. Well, let's proceed on that

1 basis then.

2 And I will -- rather than close this
3 thing out now, I will just move this over for a
4 couple of weeks from today's date, the 20th -- why
5 don't I move this over to November 4. And if we do
6 need to reconvene, we can do it telephonically.

7 MR. REYES: Okay.

8 JUDGE RILEY: Mr. Reyes, can you be reached at
9 the home telephone number that you've provided us?

10 MR. REYES: Right.

11 JUDGE RILEY: And that will be at 10:00 a.m.,
12 November 4, Wednesday. We'll just leave it at that.

13 MR. REYES: Okay. What's the date?

14 JUDGE RILEY: November 4.

15 Formal notice will be sent to you.

16 MR. REYES: See if you can do anything about it,
17 I mean, like, you know -- and it's got to kill
18 people out there --

19 JUDGE RILEY: No, we understand the hardships
20 involved. There's no question about that. It's
21 expensive and --

22 MR. REYES: Even if I was working, still, it's

1 ridiculous how someone can do that. If it was on
2 the phone and said that, fine, I can see it, but it
3 doesn't.

4 MR. HUTTENHOWER: All right.

5 MR. REYES: I'm not a religious person, but my
6 hand to God, it doesn't say it.

7 MR. HUTTENHOWER: I'll see what I can do when I
8 get to my office.

9 MR. REYES: I will appreciate it.

10 JUDGE RILEY: All right. And we will see what
11 Mr. Huttenhower can find out and we leave that
12 November 4 set aside at 10:00 and we'll give you a
13 call then.

14 MR. REYES: Okay. Sounds good.

15 Shall I just go ahead and pay my
16 regular phone bill then or should I -- because it's
17 on the regular phone bill.

18 MR. HUTTENHOWER: What I would do -- I mean, I
19 assume the last bill you got, you know, you probably
20 got a September bill --

21 MR. REYES: Yeah.

22 MR. HUTTENHOWER: -- I mean, I would pay the

1 current charges on that bill, which would not be
2 these charges --

3 MR. REYES: Correct.

4 MR. HUTTENHOWER: -- what do your charges run
5 usually? Let's see -- I mean, it looks like it's
6 usually around 94, 95 bucks.

7 MR. REYES: Right.

8 MR. HUTTENHOWER: I'd pay that.

9 MR. REYES: Okay.

10 JUDGE RILEY: All right, we're recessed until
11 November 4.

12 MR. REYES: Thank you.

13 JUDGE RILEY: Thank you.

14 (Whereupon, the above-entitled
15 matter was continued to
16 November 4, 2009, 10:00 a.m.)

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